



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This teleconference hearing was scheduled in response to an application by the Tenants under the *Residential Tenancy Act* (the “Act”) to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “10 Day Notice”).

The Landlord was present for the teleconference hearing while no one called in for the Tenants during the approximately 11-minute duration of the hearing. The Landlord was affirmed to be truthful in his testimony and confirmed receipt of the Notice of Dispute Resolution Proceeding package. The Tenants submitted the 10 Day Notice into evidence. The Landlord confirmed that he did not submit any evidence prior to the hearing.

Issues to be Decided

Should the 10 Day Notice to End Tenancy for Unpaid Rent be cancelled?

If the 10 Day Notice to End Tenancy for Unpaid Rent is upheld, is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord provided undisputed testimony regarding the tenancy. The tenancy began November 1, 2018. Rent in the amount of \$1,400.00 is due on the first day of each month. A security deposit of \$700.00 was paid at the outset of the tenancy.

The Landlord testified that on March 6, 2019 he served the Tenants with a 10 Day Notice by posting the notice on their door. The 10 Day Notice was submitted into evidence by the Tenants and states that \$1,400.00 in rent and \$81.90 in utilities were unpaid as due on March 1, 2019.

The Landlord stated that the Tenants have not paid any amount towards rent for March, April or May 2019. He further stated that the Tenants have begun moving out but have not yet returned the keys and still have belongings in the rental unit. As such, the Landlord stated that he is seeking an Order of Possession.

Analysis

As stated by rule 7.3 of the *Residential Tenancy Branch Rules of Procedure*, when a party does not attend the hearing, the hearing may continue in their absence or the application may be dismissed.

Although the Tenants did not attend the hearing based on their application, the hearing continued to determine whether the Landlord is entitled to an Order of Possession pursuant to Section 55 of the *Act*.

I accept the testimony of the Landlord that the 10 Day Notice was served to the Tenants on March 6, 2019 and that the Landlord has received no amount towards the rent owing since the 10 Day Notice was issued.

As stated in Section 46(4) of the *Act*, after receiving a 10 Day Notice a tenant has 5 days to pay the rent owing or to dispute the 10 Day Notice. Although the Tenants applied on March 11, 2019, within the 5 days required, the Landlord provided testimony that they did not pay the outstanding rent. Therefore, I find that the 10 Day Notice dated March 6, 2019 is valid and I dismiss the Tenants' Application for Dispute Resolution without leave to reapply.

Upon review of the 10 Day Notice, I find that the form and content comply with Section 52 of the *Act*. Pursuant to Section 55(1) of the *Act*, I grant a two-day Order of Possession to the Landlord.

Conclusion

The Tenants' Application for Dispute Resolution is dismissed without leave to reapply.

Pursuant to Section 55(1) of the *Act* I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenants. Should the Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 07, 2019

Residential Tenancy Branch